

**IN THE UNITED STATES DISTRICT COURT FOR THE  
MIDDLE DISTRICT OF TENNESSEE, NASHVILLE DIVISION**

**PHARMMD SOLUTIONS, LLC,**

**Plaintiff,**

**v.**

**DENISE KEHOE and  
PERFORMRX, LLC,**

**Defendants.**

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**Case No.: 3-11-cv-00255**

**JUDGE HAYNES**

**RESTRAINING ORDER**

This cause came to be heard on March 23, 2011 on Plaintiff's Renewed Application for Temporary Restraining Order filed by Plaintiff PharmMD Solutions, LLC ("PharmMD"). Based on the entire record in this case, the Court finds that PharmMD's rights are being or will be violated by Defendants Denise Kehoe ("Kehoe") and that unless a restraining order is entered, PharmMD will suffer immediate and irreparable injury, loss, or damage before a hearing held on its application for injunctive relief.

THEREFORE, IT IS ORDERED that, pursuant to Fed. R. Civ. P. 65(b), the Court restrains:

1. Defendant Denise Kehoe from retaining, disclosing, or using any of PharmMD's Work Product, Confidential Information, and Trade Secrets (as those terms are defined in Defendant Kehoe's Employment Agreement and/or the Non-Disclosure Agreement signed by Defendant Kehoe) including but not limited to technical, non-technical or financial data, a formula, pattern, compilation, program, devise, method, technique, process or plan that derives independent economic value, actual or potential, from not being generally known to, and not readily ascertainable by proper means by other persons who can obtain economic value from its disclosure and use, its business plans, business prospects, customer lists, training manuals, product development plans, bidding and pricing procedures, market strategies, internal performance statistics, operational or administrative plans, policy manuals, software, lists of past, current, and prospective clients, price lists, and information about PharmMD's

employees, customers or employees of customers, supplier data, customers' individualized needs and preferences, and terms and conditions of contracts and agreements;

2. Defendant Denise Kehoe from engaging in the business of MTM services for a period of two years in the Continental United States of America;
3. Defendant Denise Kehoe from soliciting, employing, or otherwise inducing any employee of PharmMD to leave the employ of PharmMD for a period of two years;
4. Defendant Denise Kehoe from soliciting or otherwise inducing any customer or strategic partner of PharmMD to amend or terminate its relationship, contractual or otherwise, with PharmMD for a period of two years;
5. Defendant Denise Kehoe from intentionally interfering with PharmMD's current business relationships; and
6. Defendant Denise Kehoe from participating in the national conference of the American Pharmacists Association Annual Meeting in Seattle, Washington on March 25-28, 2011, including but not limited to participating as a speaker or otherwise at the two-hour seminar titled "Building the MTM Business Model" and as the Chair/Moderator or otherwise of the Open Forum on MTM Services sponsored by PharmMD.

This order is conditioned on PharmMD filing a bond in the sum of Five Thousand (\$5,000.00) Dollars from which any party that is wrongfully restrained may recover its costs and damages.

It is further ORDERED that Plaintiff's Motion for Temporary Injunction shall be heard on April 4, 2011, at 3:00 p.m.

It is further ORDERED that this restraining order shall remain in effect until the court has made a ruling, after a hearing, on Plaintiff's Motion for Temporary Injunction, unless extended by further order of this Court or by the consent of the Defendants.

Entered this 25<sup>th</sup> day of March, 2011.

  
JUDGE HAYNES